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LIGHTNING LABS, INC.

12  
13 UNITED STATES DISTRICT COURT  
14  
15 NORTHERN DISTRICT OF CALIFORNIA

16 TARI LABS, LLC,  
Plaintiff,  
17 v.  
18 LIGHTNING LABS, INC.,  
Defendant.

Case No. 3:22-cv-07789-WHO

STIPULATION OF DISMISSAL WITH PREJUDICE AND ~~PROPOSED~~ ORDER

**EXHIBIT A – STIPULATION OF DISMISSAL WITH PREJUDICE**

1 WHEREAS, Plaintiff Tari Labs, LLC filed a complaint on December 8, 2022 against  
2 Defendant Lightning Labs, Inc. raising claims for trademark infringement under federal and  
3 state law;

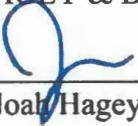
4 WHEREAS, the parties have resolved the issues alleged in the complaint pursuant to  
5 a confidential settlement agreement (the “Settlement Agreement”), and the parties wish to  
6 discontinue this litigation;

7 IT IS HEREBY STIPULATED AND AGREED by and between the parties that the  
8 above-captioned action should be dismissed with prejudice pursuant to Rule 41(a) of the  
9 Federal Rules of Civil Procedure, that each party shall bear its own costs and attorneys’ fees  
10 in connection with this action, with this Court to retain exclusive jurisdiction to enforce the  
11 Settlement Agreement and disputes arising thereunder.

12 Respectfully submitted,

13 Dated: July 21, 2023

14 BRAUNHAGEY & BORDEN LLP

15 By:   
J. Noah Hagey

16 Attorneys for Plaintiff  
17 Tari Labs, LLC

DEBEVOISE & PLIMPTON LLP

By:   
Megan K. Bannigan

Attorneys for Defendant  
Lightning Labs, Inc.

18 Pursuant to the foregoing stipulation of the parties,

19 IT IS HEREBY ORDERED that this action is dismissed with prejudice.

20 IT IS FURTHER ORDERED that this Court shall retain jurisdiction to enforce the Settlement  
21 Agreement between the parties and disputes arising thereunder.

22 Dated: August 23, 2023

  
Honorable William H. Orrick  
United States District Judge

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